

STATE OF TEXAS                    §  
  §  
COUNTY OF FORT BEND         §

**FOURTH AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
PROJ. NO. X-18 FRONT STREET IMPROVEMENTS / PROJ. NO. 747 – WILLIAMS WAY**

**THIS FOURTH AMENDMENT**, is made and entered into by and between Fort Bend County (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Lippke, Cartwright & Roberts, Inc., (hereinafter “Engineer”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services on May 24, 2011, (hereinafter “Agreement”); as amended by documents dated September 1, 2015, (hereinafter “Amendment”), January 3, 2017, (hereinafter “Second Amendment”), and June 2, 2020 (hereinafter “Third Amendment”); and

WHEREAS, the parties desire to further amend the Agreement to include additional services to be provided by Engineer.

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. County shall pay Contractor an additional thirty-one thousand five hundred fifty-six dollars and 50/100 (\$31,556.50) for the additional engineering services as described in Contractor’s proposal dated June 30, 2021, attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Engineer for Services to be rendered is hereby increased to an amount not to exceed four hundred ninety-eight thousand eighty-five dollars and 50/100 (\$498,085.50), allocated as follows:
  - A. \$260,000.00 under the Agreement;
  - B. \$85,505.00 under the Amendment;
  - C. \$24,354.00 under the Second Amendment;
  - D. \$96,670.00 under the Third Amendment; and
  - E. \$31,556.50 under this Fourth Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement, the Amendment any subsequent amendment exceed the Maximum Compensation without a written agreement signed by the parties.

4. BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Except as provided herein, all terms and conditions of the Agreement and any subsequent amendment shall remain unchanged.

FORT BEND COUNTY

LIPPKE, CARTWRIGHT & ROBERTS, INC

\_\_\_\_\_  
KP George, County Judge

  
Authorized Agent – Signature

\_\_\_\_\_  
Date

PAUL L. LIPPKE  
Authorized Agent – Printed Name

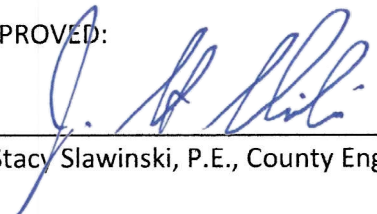
ATTEST:

PRESIDENT  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

7/15/21  
Date

APPROVED:

  
\_\_\_\_\_  
J. Stacy Slawinski, P.E., County Engineer

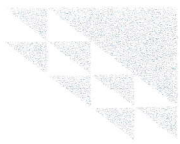
**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ \_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

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# EXHIBIT A



Kevin Mineo, PE  
Sr. Project Manager  
Binkley & Barfield  
1710 Seamist Drive  
Houston, Texas 77008

June 30, 2021

Re: Fourth Amendment Front St. Professional Engineering Contract

Dear Mr. Mineo;

After much discussion, we are in a position to bring closure to the Design Phase of the Contract. As agreed, we have submitted the total hourly expenditures supported by the attached work outline. The increase to the contract amounts to \$31,556.50. The Project Manual, originally under our contract is being assumed by Binkley & Barfield.

After the Third Amendment, the total contract amount was \$466,529. This Fourth Amendment brings the total contract amount to \$498,085.50.

We are currently signing and sealing the plans and will forward them to you shortly for final submittal to TxDOT and appropriate reviewing agencies.

We look forward to assisting the County in the Construction Phase of the Project.

Respectfully submitted,

Paul L. Lippke, PE  
President

## **Front Street Work Discussion – 4378-20.215**

### *ITS plans*

- New request from Fort Bend County/TxDOT
- Kick-off meeting with Fort Bend County/TxDOT
- ITS Layout (1 sheet)
- Fiber Interconnection Sheet (1 sheet)
- Standards (4 sheets)
- Quantities
- Review/Comments/coordination with other disciplines

### *Signal Plans*

- 95% Comments
- Kick-off meeting with Fort Bend County/TxDOT to go over signal design standards/preferences
- Revise design to meet County/TxDOT latest standards
- Address 95% comments by various agencies
- Address additional comments post 95%
- Provide new quantities/bid items for entire signal and OPCC

### *Roadway/TCP/Detour*

- Revised CAD files due to MS/AutoCAD conversion and age of project
  - ⊖ Restored files from a previous version
  - Updated all files to reflect the current base, striping, and storm designs
  - References were not correctly aligned with rest of project and were fixed prior to work
- Updated the sheet index
- Revised general notes to address TxDOT and City comments
- Revised traffic control detour plans per comments
- Revised traffic control phases per comments
- Updated TxDOT/City standards

### *Signing/PM*

- Revised CAD files due to MS/AutoCAD conversion and age of project
  - ⊖ Restored files from a previous version
  - Updated all files to reflect the current base, striping, and storm designs
  - References were not correctly aligned with rest of project and were fixed prior to work
- Address comments from various agencies
- Replaced outdated SOSS
- Updated quantities/bid items to 2014 Specifications

### *Miscellaneous*

- Full QAQC of plans – internal review/comments that were not TxDOT but violated TMUTCD, Fort Bend, and TxDOT standards. Redlines were provided in various reviews

- Update all non-reviewed bid items to 2014 specifications where applicable
- Index
- General Notes
- OPCC
- Standard Detail comments
- Print organizing/printing
- Phone calls, emails, meetings not discussed